

January 25, 2023

**General Services Office
U.S. Embassy Cotonou
Boulevard de la Marina
Cotonou, Benin**

SUBJECT: Solicitation Number 19BN1523R0001, Refurbishing the driveway at CMR.

The Embassy of the United States of America invites you to submit a proposal for refurbishing the driveway at the Ambassador residence (Replace CMR Driveway with Stamped Concrete).

If you are interested in submitting a proposal on this project, read the instructions in Section L of the attached Request for Proposals (RFP).

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package. The Embassy intends to conduct a site visit (see L.6, 52.236-27). All prospective offerors who have received a solicitation package are invited to attend. The site visit will be held at the Ambassador's residence Boulevard de la Marina Cotonou on February 1st, 2023 at 3:00PM local time. Submit any questions you may have concerning the solicitation documents in writing by February 2nd, 2023. Responses will be sent in writing to all contractors on our list of interested parties.

Your proposal must be submitted in electronic version to cotonougsobids@state.gov on or before **10:00AM local time on February 14, 2023**. No proposal will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a proposal to be considered, you must also complete and submit the following:

1. Section B and Attachment 4, Proposal Breakdown by Divisions;
2. Section K, Representations and Certifications;
3. Bar Chart illustrating sequence of work to be performed;
4. Additional information as required in Section L.

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and

suppliers should not be referred to the Embassy or the Architect for determining the amount or quantities of materials required.

The construction completion time is 02 calendar days at Notice to Proceed, commencing on 80 days after Notice of Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of \$50.00 per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Offeror is required to be registered in SAM at www.sam.gov when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

Please direct any questions regarding this solicitation to Wesley Boyd by email only at cotonougsobids@state.gov

Sincerely,

Wesley Boyd
Contracting Officer

TABLE OF CONTENTS

SF-1442 COVER SHEET

A. PRICE

B. SCOPE OF WORK

C. PACKAGING AND MARKING

D. INSPECTION AND ACCEPTANCE

E. DELIVERIES OR PERFORMANCE

F. ADMINISTRATIVE DATA

G. SPECIAL REQUIREMENTS

H. CLAUSES

I. LIST OF ATTACHMENTS

J. QUOTATION INFORMATION

K. EVALUATION CRITERIA

L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS

ATTACHMENTS:

Attachment 1: Scope of work

Attachment 2: Driveway Concrete

Attachment 3: Driveway Synoptics

Attachment 4: Driveway current status

Attachment 5: Portland cement concrete

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 19BN1523R0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/25/2023	PAGE OF PAGES 1 of 63
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. PR11384980	6. PROJECT NO.
7. ISSUED BY General Services Office US Embassy Cotonou Boulevard de la Marina Cotonou, Benin	CODE	8. ADDRESS OFFER TO General Services Office CotonouGSOBids@state.gov
9. FOR INFORMATION CALL: ➔	A. NAME Carmen Dossou-Yovo	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) +229 21367828

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Replace CMR Driveway with Stamped Concrete.

(REPLACEMENT D'UNE ALLEE PAVEE PAR DU BETON IMPRIME, Y COMPRIS TOUTE SUJETION. LE FORMAT DES PROPOSITIONS DE PRIX EST JOINT).

11. The Contractor shall begin performance within 02 calendar days and complete it within 80 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Electronical submission of offers to perform the work required are due at the place specified in Item 8 by **10:00AM** local time on **February 14, 2023**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **30** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	
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A.1 VALUE ADDED TAX

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall replace CMR Driveway with Stamped Concrete as required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

**The American Ambassador
US Embassy Cotonou
Boulevard de la Marina
01 BP 2012
Attn: GSO
Cotonou, Benin**

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be

occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

(APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **02** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
complete the entire work ready for use not later than **80** calendar days after Notice of Proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$50.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during Embassy normal working hours, Monday thru Thursday from 08:00 to 17:30 and Fridays from 07:30 thru 13:30. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

N/A.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	15 days after award	COR
Section G. Personnel Biographies	1	15 days after award	COR
Section F. Payment Request	1	10 days before end of the month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Building Engineer**.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Financial Management Office
US Embassy Cotonou
cotonoudbo@state.gov

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	2,000 USD
Cumulative	5,000 USD
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	3,000 USD
Cumulative	6,000 USD

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt

objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Phone number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.213-4	TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 2021)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)

- 52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

II. The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE
PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR

and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Scope of work	1
Attachment 2	Driveway Concrete	1
Attachment 3	Driveway Synoptics	1
Attachment 4	Driveway current status	1
Attachment 5	Portland cement concrete	1
Attachment 6	Sample Photos and weblinks	2

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

Only electronic submission is allowed, please submit the complete quotation to the address indicated in bloc # 8 on the SF1442.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for February 1 , 2023 at 03:00 PM.

(c) Participants will meet at Chancery Main Entrance at 02:30PM.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: \$25,000 to \$34,000.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at:
<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government Entity (Federal, State or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
Name _____
TIN _____
(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is **\$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation

as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
<hr/>			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

L.3 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (Nov 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN
— CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(c) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.8 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE). (FEB 2021)

(End of provision)

L.9. 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

ATTACHMENT S

Attachment 1: Scope of work

1.0 PROJECT DESCRIPTION

A. PROJECT SYNOPSIS

The project is described as Repair of tiled driveway at the U.S. Ambassador's Residence in U. S. Embassy COTONOU, Benin. The Contractor should furnish all necessary materials, labor, transportation, equipment, investigation and supervision, etc. Work will be performed under a fixed-price contract.

B. BACKGROUND

The tiles of the driveway cracked and broke down due to the use of the heavy armored vehicles. Some areas of the driveway are falling apart and must be replaced to address safety concerns.

C. SOLUTION

Improve life safety conditions by replacing the tiles on the driveway with reinforced concrete paving.

2.0 GENERAL CONDITIONS

A. Fixed-Price Proposal. The Contractor shall provide one fixed-price Proposal for the complete project that includes every aspect of the work.

B. Specifications. The Work shall be governed by the U. S. Embassy, Cotonou, Benin, International Codes to include the National Fire Prevention Association (NFPA), International Building Code, International Mechanical Code, International Plumbing Code, and the National Electric Code (NEC). Should there be a discrepancy between the U. S. Embassy Specifications and the applicable Building Code, the more stringent of the two shall govern.

The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.

C. Execution. The work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed-price, this Scope of Work, the Project Schedule, International Building Codes, and the laws of Benin country where applicable.

- D. Work Hours.** Unless otherwise agreed with the COR, the work shall be executed during normal Embassy work hours. Night, weekend or holiday work shall not be permitted except as arranged in advance with the COR. U. S. Embassy holiday schedule is available from the COR.
- E. Safety.** The Contractor shall be responsible for conducting the work in a manner that ensures the safety of US Embassy Community, the visitors to the compound, and the Contractor's employees. Regular safety meetings shall be held among on-site contractor personnel, and safety concerns shall immediately be brought to the attention of the Post Safety and Health Officer (POSHO) and the Contracting Officer's Representative (COR).
- F. Workforce.** The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work. The contractor shall comply with the U. S. Embassy security policy by providing approved escorts. Contractor provided escorts shall be in quantity sufficient to comply with RSO escort ratios for number of workers on the project. The contractor shall prepare requests for the RSO for vetting of employees to get escort badges. The Contractor or government may request for workers to be badged for unescorted U. S. Embassy access by going through the RSO vetting process. Fully completed vetting forms shall be submitted no later than 14 calendar days from the date of the award. Badges will be returned to the COR upon completion of the project.
- G. Subcontractors.** Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on the Embassy property.
- H. Modification to Contract.** The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer. Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the Embassy.
- I. Stop Work.** At any time during the Project, the Contracting Officer reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion.
- J. Submittals.** The contractor is responsible to submit shop drawings prior to fabrication and release of any materials for the Facility Manager and COR Review and approval. The review, however, does not relieve the contractor of responsibility to engineer the work to provide a complete working system.
- K. Excavation and Utilities.** The contractor is responsible to locate all

existing utility lines prior to any excavation. Prior to disconnecting any existing utility services, the contractor is responsible to provide 48-hour advance notice to the COR so an outage can be mutually scheduled.

L. Close-out. Prior to final acceptance, the contractor is to submit to the COR marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be digitally submitted on a CD- ROM in both AutoCAD and PDF format and provide one hard copy size A3.

M. Housekeeping. The contractor is responsible to clean up daily before departing the Embassy Compound. At the completion of the work, the Contractor shall clean any impacted areas to a condition equal to original condition. Contractor tools and equipment will be secured when not in use.

4. 3.0 BID FORM

PRICING TABLE - Replacement of Driveway Tiles at CMR.

No	Description	Unit	Qty	Unit\Price ID	Total Price ID
1	Administration				
A	Mobilization / Demobilization	LM	1		
B	Submittals - product data	LM	1		
	Administration			Sub-Total	
2	Site Preparation & Subgrade				
A	Removal of existing driveway structure and excavation	M3	153		
	Protection & Repair of the utilities to include the septic tank covers	LS	1		
B	Geotechnical Report & Compaction works to meet a minimum California Bearing Ratio (CBR) of 10	M2	216		
C	Subgrade stabilization with a blinding concrete, 5cm high	M3	10.8		
	Site Preparation			Sub-Total	
3	Concrete Casting, driveway surface Stamping & finishing				
A	Meshing 6x6 W4xW4	M2	216		
B	Concrete works (concrete shall be Class A - Compressive Strength: 3500PSI) - 7ea compression & expansion joints	M3	54		
C	Curb - 10cm wide	LM	75		
D	Finishings: Surface Stamping, High Gloss acrylic work, and cleaning.	M2	216		
	Concrete Casting & Finishing works			Sub-Total	
A	Bid			Contract Cost	

NOTE: LIST ANY ASSUMPTIONS IN COST ESTIMATE IN WRITING FOR CONSIDERATION UNDER THE BID PROPOSAL REVIEW. ALL REQUESTS FOR INFORMATION MUST BE PROVIDED IN WRITING AND SUBMITTED TO GSO CONTRACTING OFFICER PRIOR TO PROPOSAL DEADLINE DATE AS STATED IN THE ADVERTISED ANNOUNCEMENT.

4.0 SCOPE OF WORK

Replacement of the driveway. The contractor shall provide all materials, tools and equipment, labor, transportation, and supervision and ensure the work is completed safely and properly.

A. General Requirements

1. Within 14 days of award fully completed vetting forms shall be submitted to the COR.
 2. Within 3 days of Notice to Proceed (NTP), the contractor shall provide the COR a project schedule showing start to completion dates including significant milestones.
 3. Within 3 days of NTP, the Contractor shall provide the COR with details of the proposed installation utilizing written description or sketches or both.
- The contractor is responsible to properly remove and dispose of all debris related to their work, including, but not limited to electrical, mechanical, sanitary accessories, soils, rock excavation, packing materials, scrap steel, uninstalled materials and/or environmental waste.
4. The contractor is responsible to properly layout and prepare for the work based on locations provided by the COR, or Facility Manager, if the COR is unavailable.
 5. When pursuing the work, the contractor is to take extra care not to damage existing structures. Contractor is responsible to repair any damage caused as the result of their work at no cost to the U.S. Government.
 6. When pursuing the work, the contractor is to implement safety measures to protect from damaging existing structures not designated as part of scope of work. The limits of construction will be clearly identified and marked to deter unauthorized personnel access.
 7. All work shall be according to attached drawings and specifications, Codes (listed below), OBO program office, OPS/SHEM requirements. If there is a conflict between codes, drawings or specifications the more stringent will apply.
 8. Storage of "Useful" and uninstalled materials will be in a location as directed by the COR.
 9. Contractor is responsible to field verify measurements.
 10. Contractor will provide samples, catalog cut sheets, and pavers

etc. of all products prior to installation or use for COR approval.

11. At completion of work, the Contractor shall clean any impacted areas to a condition equal to original condition.

12. Contractor will warranty all construction work for a minimum of one (1) year and provide manufacturer warranties and equipment manuals for all equipment installed to the COR.

13. All construction work will be in conformance with the following Codes:

- a. International Building Code, 2009 Edition plus the 2011 OBO International Code Supplement.
- b. OBO Zoning Code 2021 Chapter 8 American Association of State Highway and Transportation AASHTO Policy on Geometric Design of Highways and Streets, ("Green Book") current edition. EM 385-1-1 U.S. Army Corp of Engineers Safety and Health Requirements
- c. ASTM A36, A307, A490, C150, C33, C260 American Society for Testing and Materials.
- d. ACI American Concrete Institute.
- e. AISC American Institute of Steel Construction.
- f. Occupational, Safety and Health Act (OSHA)
- g. ASTM F 2772-11 Standard Specification for Athletic Performance Properties of Sports Floor Systems
- h. MDOT standard specifications for Construction and Special Provisions for Marshall HMA Mixture 12SP-501F-01.
- i. Department of Transportation Standard Specification for Highway Construction (current edition)
- j. AASHTO American Association of State Highway and Transportation Officials, current edition

B. Work Requirements:

Contractor shall provide complete design and construction services, to include all coordination, supervision, and management necessary to meet the requirements of this contract. All work required for Sub-base construction, drainage, and paving as described hereinafter.

The Main Work items are:

- 1. Demolition of existing pavers along with the concrete base.
- 2. Installation of a subgrade surface with a California Bearing Ratio (CBR) of at least 10.
- 3. Improve the subgrade with a blinding concrete - Class C (2,500PSI)
- 4. Installation of rebar meshing
- 5. Casting of stamped concrete.
- 6. The stamp concrete design must be Fractured Cyprus Slate. See attachment 6.

Job Specifications:

1- Demolition and disposal of the existing driveway

This section covers the requirements to completely remove the existing pavers along with any cement mortar used for the installation. The contractor shall take away all debris at the end of each day so that the work site is free from construction debris at the beginning of the following day.

The contractor's employees shall respect all safety measures that apply to this job.

2- Masonry Works - casting of driveways concrete pad

Because the new driveway shall be structurally sound to withstand the heavy armored cars, a reinforced concrete is required. The contractor is required to implement this project according to the below guidance:

- a. Excavate the dirt from the driveway pad to a depth of at least 71cm. Adjust the depth depending on the curb. The contractor shall rebuild a new curb in replacement of the existing one after the driveway is constructed.
- b. Reconstruct subgrade base that is firm compacted, well-graded aggregate. The soil subgrade shall be firm and have no soft or weak spots. The base shall be compacted with a clean, fine-graded material with 10 to 30% fines, passing the No. 100 sieve (150µm) with no clay, silt, or organic materials meeting the ACI 302 standards.
- c. Cast a blinding concrete, 5cm high, to stabilize the subgrade.
- d. Cast a Portland Cement Concrete on a prepared subgrade, in accordance with the Specifications in the attachments 2 and 5 and in reasonably close conformity with the lines, grades, and typical cross-sections shown on the attachment 3.
- e. As specified in the Attachment-5, Table 0301-2, the Concrete for this driveway shall be Class A (3500PSI).
- f. The contractor shall set at least 7 contraction and expansion joints along the length of the driveway.

NOTE-1: Minimum Grade & Drainage - The Contractor shall design the slope so that the surface drains out to the gates and the garden... A minimum of 1% should be warranted above the grade at the gates or the garden to avoid water ponding.

The driveway area surfaces shall be designed to prevent accumulating water at the edges, with a slope of two percent at minimum.

NOTE-2: The attachments 4 shows the current cracks of the driveway.

5.0 SAFETY (FAR 52.236-13 Accident Prevention)

- A. The Contractor shall provide and maintain work environments and procedures which will:
 - (a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
 - (b) Avoid interruptions of Government operations and delays in project completion dates.
 - (c) Control costs in the performance of this contract.
- B. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:
 - (a) Provide appropriate safety barricades, signs, and signal lights.
 - (b) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910.
 - (c) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- C. Contractor shall comply with all pertinent provisions of the latest version of U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation
- D. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until

satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

6.0 PROJECT SCHEDULE

6.1.1 Approximate dates of pre-award activities

Pre-Bid Site Survey	o/a
Bids Due	o/a
Contract Award	o/a
Notice to Precede (NTP)	o/a

6.1.2 Construction Milestones, from Notice to Proceed

Notice to Proceed (NTP)	2 days from NTP 1
Project Schedule	
Project Performance Procedure	1
FAC Review	2
Procurement, Shipping	30
Performance Completion	30

6.1.3 Deliverables

Completed Vetting Packages	14 days from Award
Project Schedule	2 days from NTP
Project Design Notes / Sketches	2
Submittals for Major Equipment	2
Warranties	45

6.1.4 Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work under this contract within one (2) calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use "Completion Date Including punch list" not later than (80) calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

7.0 RESPONSIBILITIES AND PROJECT MANAGEMENT

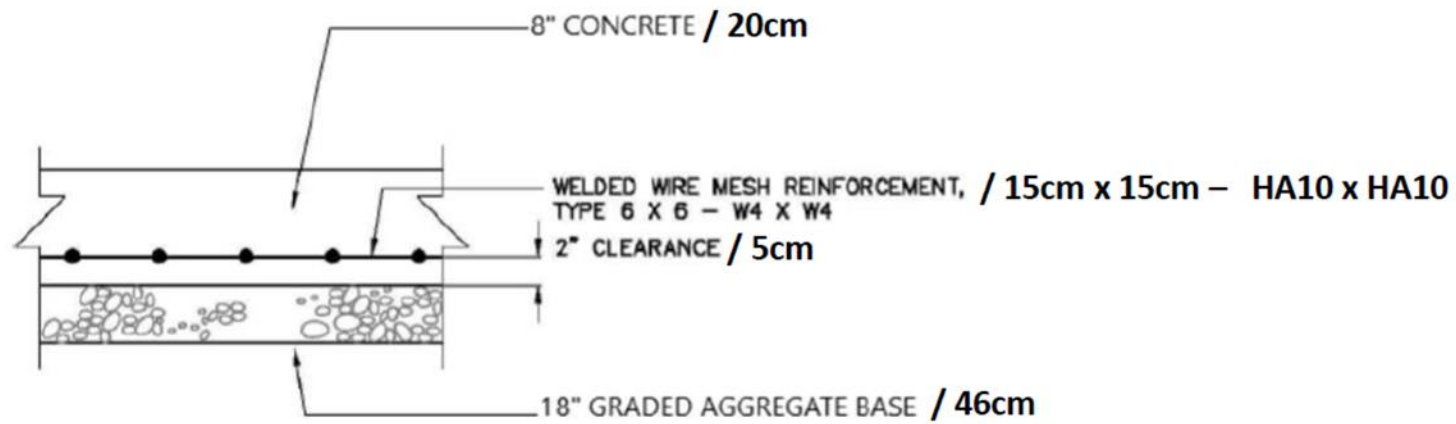
7.1.1 **COR.** A Contracting Officers Representative (COR) will be assigned to ensure quality assurance goals are met. The Contractor shall always provide the COR access to the site.

- 7.1.2 **Point of Contact.** The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to utility services; and all other important information pertaining to the Project.
- 7.1.3 **English Speaking Representative.** The Contractor shall provide an English-speaking representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.
- 7.1.4 **Management Personnel.** The Contractor shall staff the site, full-time, with a competent senior manager who shall perform project management. Remote project management is not an option. This individual shall keep a detailed written history of the project and shall update the Government daily.
- 7.1.5 **Site Security.** The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct.
- 7.1.6 **Contractor's Temporary Work Center.** The Contractor will be permitted to use a designated area within the contract limits for operation of his construction equipment and office if warranted. If directed by the Contracting Officer, the Contractor shall not receive additional compensation to relocate his operations. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area within 5 days of final acceptance by the Contractor and shall be disposed of in accordance with applicable host government laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade. The Contractor is responsible for maintaining this area in a clear orderly manner.
- 7.1.7 **Health and Safety.** The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of

eye protection, hard hats, and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must always wear hard hats on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, except for a portable ladder, must be provided and utilize a safety harness.

- 7.1.8 **Progress Payments.** If the contract awarder expects to receive more than one (1) progress payment, the contractor must submit a broken-out cost proposal with a schedule of values in order to properly calculate the percentage of contract completion.
- 7.1.9 **Vendor License, Registration and Experience:** the vendor must be licensed and registered to conduct business in the Benin region, in accordance with all local laws and requirements. Vendor shall submit copy of current registration documents with proposal. The vendor shall be an ongoing business specializing in the supply and installation of furniture, with minimum five years of regional experience. Proposal shall include documentation demonstrating conformance with this requirement. The vendor shall have an established local or regional presence, with a permanent location containing examples of the proposed construction. Proposal shall include address, hours of operation, phone number, and email address. Proposal shall include detailed descriptions. Proposal shall be in English language. Failure to include these documents with the proposal will disqualify the vendor from consideration for this work.

Attachment 2 - Driveway Concrete.

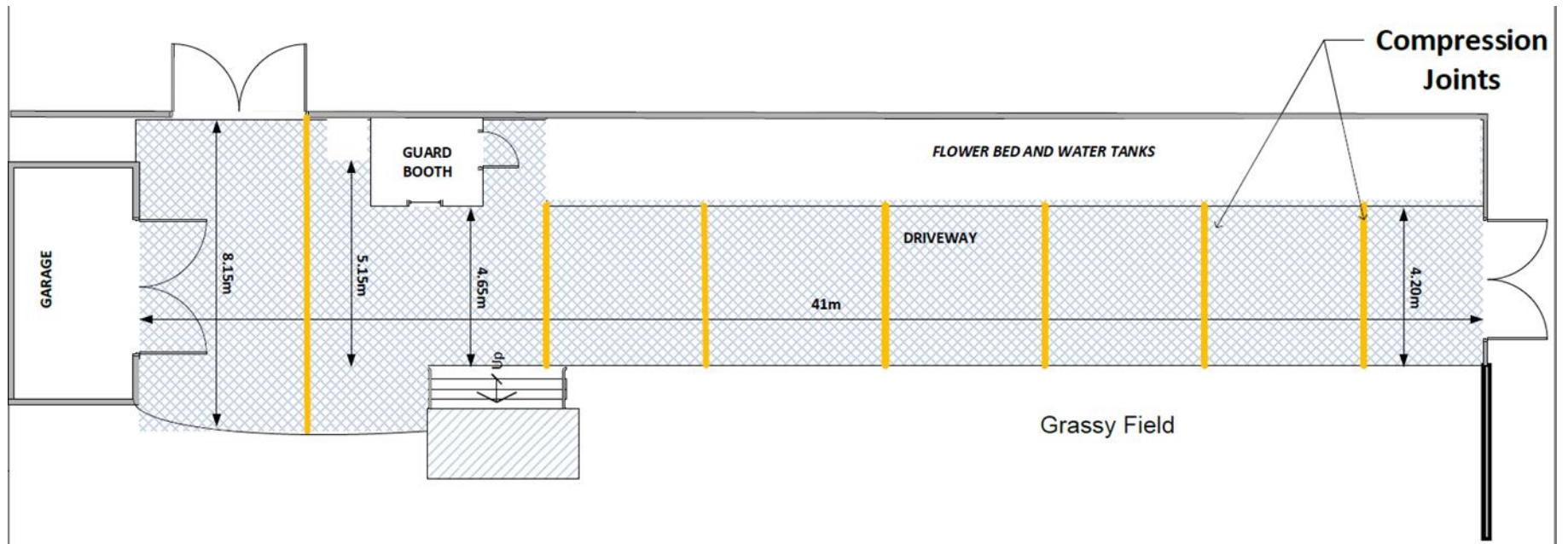


CONCRETE DRIVEWAY, REINFORCED

DRIVEWAYS

NTS

Attachment 3 - Driveway Synoptics



Attachment 4 - Driveway Current Status



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SECTION 0301

PORTLAND CEMENT CONCRETE

0301.0100 GENERAL

0301.0101 Description of Work. Except as otherwise noted in the special specifications, concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, and water, so proportioned and mixed as to produce a plastic, workable mixture in accordance with all requirements of these specifications and suitable to the specific conditions of placement.

Concrete called for in this Section shall be for:

- ☐ Footings
- ☐ Pipe supports
- ☐ Filling over excavations
- ☐ Floor slabs
- ☐ Pump supports
- ☐ Well heads
- ☐ Walkways
- ☐ Thrust blocks
- ☐ Conduit encasement
- ☐ As noted on the plans

Plans requiring specialty concrete will be addressed in the special specifications.

The Contractor shall furnish concrete conforming to the requirements of these specifications without harmful segregation, bleeding, or incomplete consolidation. Portland cement concrete shall have proportioning of fine and coarse aggregates so as to not produce harshness in placing or honeycombing in the structure.

0301.0200 PRODUCTS

0301.0201 Materials.

(A) Portland Cement. Portland or Portland-Pozzolan cements are the 2 allowed materials in this Section. Portland cement shall conform to the requirements of ASTM C150 for Type II or Type III. Portland-Pozzolan cement shall conform to the requirements of ASTM C595 for Type MS.

Cement provided shall not contain more than 0.60 percent total alkali. The word alkali as used in these specifications shall be taken as the sum of sodium oxide and potassium oxide calculated as sodium oxide.

On-site mixing and proportioning will be allowed for Class C concrete only. The concrete materials shall be delivered, stored, and handled so as to prevent damage to the materials and the inclusion of foreign substances. Packaged materials shall be delivered and stored in original containers until ready for use. Material containers or materials showing evidence of water or other damage shall be rejected. The use of either sacked or bulk cement is permissible. The use of fractional bags of sacked cement shall not be permitted unless the Contractor elects to weigh the cement into each batch.

(B) Water. Clean, potable water shall be used, and the mixing container shall be free from oil, acid, alkali, clay, silt, vegetable matter, or other harmful matter.

(C) Aggregates.

(1) Fine Aggregate. Fine aggregate shall be natural sand or other approved inert material with similar characteristics composed of clean, hard, strong, durable, uncoated particles. Fine aggregate shall be free of deleterious materials, including soft or flaky particles, loam, caliche, ice, frost, organic matter, or clay lumps (not greater than 1.25 percent by weight).

The size distribution grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201:

**Table 0301-1
Size Distribution**

Sieve Size	Percent Passing (all classes)
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	0 – 30
No. 100	0 – 10
No. 200	0 – 4

Fine aggregate shall have an average sand equivalent value of not less than 75 when tested in accordance with the requirements of AASHTO T 176.

(2) Coarse Aggregate. Coarse aggregate shall consist of crushed stone, gravel, crushed gravel, or other approved inert material of similar characteristics, free of clay and other deleterious substances in accordance with the requirements of AASHTO T 112 and T 113, and Arizona Test Method 201. The aggregate shall be washed.

The coarse aggregate gradation shall conform to the appropriate size designation of AASHTO M 43 when tested in accordance with the requirements of Arizona Test

Method 201, Section 12(3), except the amount of material passing the 200 sieve shall not exceed 1.0 percent.

(D) Admixtures. All materials other than the cement, water, and aggregates added just before or during mixing are considered admixtures. Admixtures will improve the concrete workability, accelerate its set, harden its surface, and increase its waterproof qualities. They shall be used in accordance with the manufacturer's recommendations and shall be added per Table 0301-3. Admixtures containing chlorides are not acceptable. Admixtures of any type are not to be used unless authorized by the Engineer or called out in the special specifications.

0301.0300 EXECUTION

0301.0301 Design Criteria. Portland cement concrete shall conform to the requirements specified in Table 0301-2 for each of the classes listed therein. Concrete classes shall be of 3 classes, herein referred to as Classes A, B, and C. These classes of concrete shall have a minimum weight of 140 pounds per cubic foot. Concrete shall be provided by class for the corresponding use listed in the following table:

**Table 0301-2
Concrete Class Requirements**

Type of Use	Class of Concrete
As specified on the plans	A (3,500 psi)
Footings, pipe supports, pump base, sidewalk replacement, FH blocking, walkways, or as noted on plans	B (3,000 psi)
Unauthorized excavations, thrust blocks, footings less than 1/3 cubic yard in volume and supporting less than 100 lbs. dead load	C (2,500 psi)

Classes A, B, and C concrete shall be made with Type II low alkali cement.

The coarse aggregate size designation for Class A and Class B concrete shall be chosen by the Contractor and approved by the Engineer and shall conform to the size designation submitted per the Design Procedures below (Subsection 0301.0302). The maximum size of coarse aggregate shall not be larger than 1/5 of the narrowest dimension between sides of adjacent forms, or 2/3 of the minimum clear spacing between reinforcing bars, or 1/3 the depth of the slab, whichever is smallest.

0301.0302 Design Procedures. At least 2 weeks before the appropriate concreting operation, the Contractor shall submit to the Engineer a mix design for each class of concrete for review and approval. Class C concrete does not require mix design approval. More than 1 mix design for each class of concrete may be submitted for approval provided specific items and locations of intended uses accompany the design. The Contractor shall substantiate each

mix design by furnishing test data in addition to all details of the mixtures proposed for use. Mix designs from previous or concurrent projects may be submitted for approval.

The complete, solid volume mix designs submitted for approval shall include all weights and volumes of all ingredients. The brand, type, and source of cement and admixtures; coarse aggregate size number designation; source of aggregates; specific gravities of all ingredients; proposed slump; code number to identify the mix design; and intended use of each mix design shall be an integral part of each mix design.

Table 0301-3

Concrete with Air Entrainment Class	Min. 28-Day Compressive Strength (1) (psi)	Min. – Max. Hydraulic Cement Content (2) (pounds per cubic yard)	Max. Water/Cement Ratio	Slump Range (inches)
A	3,500	520 – 752	0.55	(4)
B	3,000 (3)	520 – 752	0.55	(4)
C	2,500	520 – 752	0.55	(4)

NOTES:

(1) Testing for compressive strength of cylinders for all classes of concrete shall be in conformance with the requirements of Arizona Test Method 314.

(2) A supplementary cementitious material (fly ash, natural pozzolan, or silica fume) may be used at the option of the Contractor only when Portland cement is used. The use of a supplementary cementitious material is not allowed for replacement of cement when Portland-Pozzolan cement [Type IP (MS)] is used. A maximum of 25 percent of the required weight of Portland cement may be replaced with fly ash or natural pozzolan. A maximum of 10 percent of the required weight of Portland cement may be replaced with silica fume, or a maximum of 10 percent silica fume may be added to the required weight of Portland cement. When supplementary cementitious material is used as a replacement for Portland cement, the replacement shall be made on a 1.0 pound to 1.0 pound basis. If performance enhancement of the concrete—such as mitigating an alkali silica reaction or increasing sulfate resistance—is necessary, additional quantities of fly ash or natural pozzolan may be incorporated into the concrete without a corresponding Portland cement replacement, if approved by the Engineer.

(2) The hydraulic cement content shall be as shown unless otherwise specified.

(2) Concrete to be placed under water (tremie concrete) shall conform to the requirements for the class and strength required, except the minimum hydraulic cement content shall be increased by 50 pounds per cubic yard of concrete.

(3) Unless otherwise shown on the project plans.

(4) The proposed slump shall be chosen by the Contractor. Concrete at the proposed slump shall be sufficiently workable to allow proper placement without harmful segregation, bleeding, or incomplete consolidation.

Water reducing admixtures may be used at the option of the Contractor provided the concrete meets the minimum 28-day compressive strength requirements detailed above (Table 0301-3).

No changes in the approved mix designs or code numbers shall be made by the Contractor except with Engineer approval. A new mix design shall be submitted for approval any time the Contractor requests a change in each approved mix design. In no case shall the approval of a mix design relieve the Contractor of his/her responsibility for the results obtained from using such design.

0301.0303 Concrete Production.

(A) General. For Class A and Class B concrete, the Contractor shall furnish an invoice for each batch of concrete. The minimum information to be shown on each invoice shall be the batch weights or mix design code number, date, time batched, truck identification or number, name and location of the project, and the volume of concrete. An authorized representative of the Contractor shall be responsible for each invoice and shall sign each invoice accepting the Contractor's responsibility for the concrete as the concrete is being placed. He/she shall submit the invoice to the Engineer's representative at the time of placement.

(B) Mixing.

(1) General. All concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement. Class A and Class B concrete are to be batched at a central plant and mixed by truck en route to the job destination. Class C concrete will be allowed to either be mixed on-site by a mobile mixer or trucked to the site similar to Class A and Class B.

(2) Mixing in Truck Mixers. Classes of concrete requiring mixing in trucks shall complete discharge from the truck within 90 minutes from the time batched. Any additional mixing water and required mixing revolutions shall be documented on the batching invoice prior to placement.

(3) Mixing in Mobile Mixers. Mobile mixing will be allowed for Class C concrete. Mobile mixing will be allowed for Class A and Class B concrete only with written authorization from the Engineer.

(C) Weather Limitations.

(1) General. Under rainy conditions, placement of concrete shall be stopped before the quantity of surface water is sufficient to cause a flow or wash of the concrete surface or have a detrimental effect on the finished concrete and acceptance parameters.

The Contractor shall provide adequate insulation or heat—or both—to protect the concrete after placement. This protection shall be to the extent required to maintain a concrete surface temperature above 50 degrees F for a period of 3 days.

(2) Hot Weather Concreting. The temperature of the concrete mixture immediately before placement shall not exceed 90 degrees F. Forms, subgrade, and reinforcing steel shall be sprinkled with cool water just prior to placing concrete when the ambient air temperature exceeds 90 degrees F.

(3) Cold Weather Concreting. The temperature of the mixed concrete immediately before placement shall not be less than 50 degrees F. Concrete operations shall be discontinued when the ambient air temperature falls below 40 degrees F. Artificial heating may be used to maintain a concrete surface temperature of not less than 50 degrees F for a period of 72 hours after placement. When artificial heating is used, the heating units shall not locally heat or dry the surface of the concrete.

(D) Curing Concrete.

(1) Curing Cast-in-Place Concrete. All cast-in-place concrete shall be cured immediately after finishing of the fresh concrete has been completed. No traffic, hauling, storing of material, or other work shall be allowed on any concrete surface during the required curing periods. Placed concrete should be protected so as to minimize loss of moisture from exposed surfaces for a period of 7 days when using normal Portland cement, and 3 days when using high early-strength cement. The Contractor shall employ the proper method to control moisture loss in the concrete during the curing period.

Required curing time for vertical forms is 24 hours minimum after placement of concrete. Other forms supporting concrete and shoring shall remain in place as follows:

**Table 0301-4
Required Curing Time**

Type of Form	Minimum Curing Time
Sides of footings	24 hours
Vertical sides of beams, girders, and similar members	48 hours
Slabs, beams, and girders	10 days, and until concrete strength reaches 85% of the specified strength
Wall bracing	Until concrete strength of the slab literally supporting the wall reaches 85% of the specified strength

Immediately after the forms are removed, the concrete's surface shall be carefully examined and any irregularities in the surface shall be repaired. Concrete surfaces exhibiting honeycombing with fissures larger than 1 inch in diameter and covering an area greater than 1 square yard may require removal in lieu of repairs; this decision shall be at the Engineer's discretion. Early removal of forms should be avoided; the forms should be allowed to remain for as long a period as is practicable. Concrete placed in thin sections in hot weather requires an increased

period of protection. Freezing of the concrete before it has cured should not be allowed to occur; this condition will warrant the Engineer's rejection of in-place concrete.

(E) Acceptance Sampling and Testing.

(1) General. Rejection of concrete may occur based on noncompliance with this specification. If the failed concrete mixture has already been placed, the Engineer may require its removal or—at his/her discretion—allow it to remain in place subject to acceptance by compressive strength.

Rejection of concrete will also occur due to insufficient compressive strength. Concrete compressive strength requirements consist of:

- (a) The specified strength the concrete shall attain before various loads or stresses are applied
- (b) A minimum strength at 28 days

Acceptance for placed concrete meeting mixture requirements is deemed a “quality control test”. The Engineer's representative shall determine the need for, and frequency of, such a test. Acceptance for placed concrete is subject to rejection by the Engineer. Placed concrete allowed to remain is deemed a “compliance test”. Both tests require a testing laboratory to perform a 28-day compressive strength test.

(2) Sampling and Testing for Cast-in-Place Concrete. A “quality control test” sample for a strength test consisting of a minimum of 4 cylinders, 2 of which will be considered “hold” cylinders, will be taken at random for each 50 cubic yards of placed concrete on a daily basis. For daily pours less than 20 cubic yards, testing will be conducted at the Engineer's discretion. The Engineer will determine the quantity of concrete represented by each sample of concrete for a strength test. “Compliance test” samples shall be obtained in the same manner and number. Samples of concrete for test specimens will be taken in accordance with requirements of AASHTO T 141. All test cylinders will be fabricated in accordance with the requirements of AASHTO T 23. Testing for compressive strength will be in accordance with the requirements of AASHTO T 22.

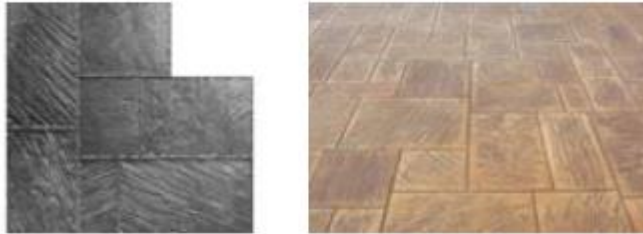
A strength test will consist of either the average strength of 2 cylinders or 95 percent of the higher-strength cylinder, whichever is greater.

(3) Acceptance for Compressive Strength. Concrete represented by a strength test of at least 100 percent of the required 28-day compressive strength will be acceptable for cast-in-place concrete. All concrete failing to meet this requirement will be rejected unless the Contractor—at his/her own expense—can submit evidence indicating to the Engineer that the concrete's strength and quality is such that it should be considered acceptable.

(4) Scheduling. It is the Contractor's responsibility to schedule required testing per specifications, contract, plans, and special provisions. All required testing must be coordinated by the Contractor; failure to schedule required tests may result in rejected work at the Contractor's sole expense

Attachment 6 – Sample Photos & Weblinks

Fractured Cyprus Slate



Texture Description: Heavy in texture, the joints have a fractured split edge.

Example





Photographs are for illustration purposes only

Helpful Website-<https://www.concretenetwork.com/stamped-concrete/>